

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: DPA-05-009

This contract entered into this 28th day of June by Council of Community Services, Information & Referral Services, hereinafter called the "Contractor" and Commonwealth of Virginia, Department of Social Services, Division of Public Affairs, Information & Referral Program called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Agencies of the Commonwealth of Virginia as set forth in the Contract Documents.


PERIOD OF PERFORMANCE: From July 1, 2004 through June 30, 2006

The contract documents shall consist of:

- (1) This signed form;
- (2) The attached purchasing description which consists of:
 - (a) The Scope of Work, and/or item description
 - (b) The General Terms and Conditions
 - (c) The Special Terms and Conditions all of which documents are incorporated herein
 - (d) Appendix A, Code of Virginia
 - (e) Appendix B, McKinsey Capacity Assessment Grid
 - (f) Appendix C, Work Plan from July 1, 2004 to June 30, 2005
 - (g) Appendix D, Budget Summary of VDSS Funds and Match Funds from July 1, 2004 to June 30, 2005

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.


CONTRACTOR:


Signature

By: Pamela Kestner-Chappelear

Title: President

PURCHASING AGENCY:


Signature Chief Financial Officer

By: Maurice A. Jones

Title: Commissioner

Note: This public body does not discriminate against faith-base organizations in accordance with the *Code of Virginia*, 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

SCOPE OF WORK AND DELIVERABLES

The **Council of Community Services, Information & Referral Services** shall provide the following:

- All services as described in Appendix A, Sections 63.2-222 - Establishment of system and 63.2-227 - Regional providers; duties of the *Code of Virginia*.
- Implementation and maintenance the Statewide I&R database currently housed in IRis for the Web software that links to all local, regional and state information and referral resources across the Commonwealth.
- Conduct quarterly meetings with the sole source contractor to review and evaluate the progress of the project.
- Complete a written quarterly progress report to include:
 - Executive Summary
 - Recommendation for Change
 - Cost for Services Provided
 - Number of Contacts with People Needing Assistance and a Percentage
 - Number of Referrals to Human Service Resources and Percentage
 - Top 10 Needs of Information and Referral Inquirers
 - Top Five Unmet Needs and Percentages
 - Work Plan Status Report
 - Customer Satisfaction Report
- Complete the McKinsey Capacity Assessment Grid, Appendix B
- Complete a written Annual Report to include:
 - History and Purpose of the System
 - Information and Referral Design
 - List of the Six Regional I&R Providers
 - Responsibilities of Subcontractors Defined
 - Virginia Statewide I&R System Service Flow Chart
 - Significant Outcomes of the Statewide I&R System
 - Service Delivery Results
 - Comparison of Costs to Revenue by Funding Sources
 - Other(s) as agreed upon by the Contractor and Purchasing Agency.
- Complete a one-year work plan (Appendix C) and budget (Appendix D) that itemize all expenditures of the Statewide Information & Referral System to cover the periods of July 1, 2004 – June 30, 2005 and July 1, 2005 – June 30, 2006, not to exceed \$1,511,330.
- Develop and roll out a 2-1-1 Virginia plan in partnership with VDSS.

The **Virginia Department of Social Services** will provide the following:

- All services as described in Appendix A, Section 63.2-226.

GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in its entirety. A PDF version of the Manual is available on-line through the Department of General Services, Division of Purchases and Supply at: www.dgs.state.va.us. Then, press the buttons for "DPS" and "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other offer, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORMS AND CONTROL ACT OF 1986:** The contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform Act of 1986.
- F. **DEBARMENT STATUS:** The contractor certifies that it is neither currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this contract nor an agent of any person or entity that is currently so barred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia under said contract.
- H. **PAYMENT:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, Social Security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
 - c. Any goods or services provided under this contract or purchase order that are to be paid with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date

of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in a.(2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to subcontractor may not be construed to be an obligation of the Commonwealth.

- I. **PRECEDENCE OF TERMS:** Paragraphs A-H of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- J. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- K. **ASSIGNMENT OF CONTRACT:** A contractor shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- L. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed, if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendor's Manual*. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this

contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract, generally.

- M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.
- N. **INSURANCE:** The contractor certifies it has the following insurance coverages. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- O. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontractor or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this contract.

SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor, at its own expense, shall have an independent audit performed annually in accordance with the OMB Circular A-133, if an institution of higher learning or other non-profit institution, or OMB Circular A-128, if a state or local government agency. Three copies of the audit report shall be sent to the Purchasing Agency within thirty (30) days after receipt of the report by the institution or agency. The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said material during said period.
- B. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- C. **CANCELLATION OF CONTRACT:** The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **SMOKE-FREE ENVIRONMENT:** By signing this contract, the contractor certifies to the Commonwealth that it will comply with the requirements of Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor agrees that it will require the language of this certification to be included in any sub-awards (subcontractors or purchase orders) that contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.

- E. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the Commonwealth and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office

the following information: name of firm, telephone number, total dollar amount subcontracted, and type of product/service provided.

- F. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Prime Contractor. The Contractor agrees that he is fully responsible for the acts and omissions of subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- G. **CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Purchasing Agency or the Commonwealth of Virginia. The Contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.
- H. **EQUIPMENT:** Equipment purchases under the terms of this contract shall be limited to the equipment indicated in the attached budget. Equipment purchased under this contract shall be retained by the Contractor during the period of performance of the contract. Ownership of equipment purchased under this contract shall revert to the Commonwealth at the end of the contract period unless ownership is transferred to the Contractor by the Commonwealth in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.
- I. **CONFIDENTIALITY:** Any information obtained by the Contractor concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and Federal law.
- J. **CONTRACTOR PERFORMANCE:** The Commonwealth may monitor and evaluate the Contractor's performance under the contract through analysis or required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the Commonwealth. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contract awards and negotiations.
- K. **OWNERSHIP OF MATERIALS:** Ownership of all data, material, reports, studies, photographs, negatives, films, videos, or other documents prepared by the

Contractor in the performance of its obligations under this contract shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons protection is necessary. The Contractor shall not use, willingly allow, or cause to have used such materials for any purpose other than performance of the Contractor's obligation under this contract without the prior written consent of the Commonwealth.

- L. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- M. **COMPENSATION TO THE CONTRACTOR:** Compensation to the Contractor for delivered services shall be as follows:

1. Actual expenditures shall be invoiced pursuant to approved line-item budget categories in Appendix B. Deviations from approved line-item budget of more than \$100 in any line item shall be submitted in writing immediately to the Purchasing Agency for the Purchasing Agency's prior approval at least thirty (30) calendar days prior to the intended effective date.
2. The invoice period shall be monthly. The Contractor shall invoice the Purchasing Agency each invoice period on forms supplied by the Purchasing Agency and shall submit an invoice showing no services delivered if that is the case in any invoice period. The Purchasing Agency shall not be obligated to pay for services when the Contractor fails to submit monthly invoices for such service within thirty (30) calendar days after the close of the invoice period in which services were delivered. Invoices which are correct and are received by the Purchasing Agency within ten (10) calendar days after the close of the invoice period shall be processed and paid no later than thirty (30) calendar days after the close of the invoice period. Those invoices received later shall be processed and paid with the next invoice. The June invoice must be estimated and submitted in advance. A letter from the Purchasing Agency will notify the Contractor of the deadline for June invoice submission. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to the Purchasing Agency and may be applied as an adjustment to defray costs for the Purchasing Agency.

3. If the Contractor fails to correctly provide any service and/or reports as specified in this contract, and in the time period specified herein, the Purchasing Agency may withhold payment of invoices until said services and/or reports are provided. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of the Purchasing Agency, and in accord with applicable federal, State, and local laws, ordinances, rules, and regulations. The Contractor shall not receive payment for work found by the Commonwealth to be unsatisfactory, or performed in violation of federal, State, or local laws, ordinances, rules, or regulations.
4. The Contractor shall maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Division of Public Affairs.
5. Matching funds for this contract shall not be used as match for any other funding source. The match must be directly related to supporting the activities necessary for project success. Federal funds may not be used as a match for other federal funds.
6. Salaries for existing county or city employees shall not be paid from funds expended under this contract.
7. All invoices submitted by the Contractor must contain the contract number, the Federal Identification Number, and be submitted to:

Virginia Department of Social Services
Division of Public Affairs
Attention: I&R Program Manager
7 N. Eighth Street, 6th Floor
Richmond VA 23219-3301

- N. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than two (2) consecutive calendar days, the Contractor shall promptly replace the equipment or software at no charge upon the request of the Purchasing Agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within three (3) days following the request for replacement.
- O. **TITLE TO SOFTWARE:** By entering into this contract, the Contractor represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.